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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

10 ALICE EMMY UTTER,

11 Plaintiff,

12 v.

13 PURITAN'S PRIDE, LLC; NHS U.S.,
14 LLC; and DOES 1 to 25, inclusive,

15 Defendants.

16 Case No. 2:24-cv-02722-RGK-E

17 **STIPULATED PROTECTIVE
18 ORDER AND ORDER**

19 First Amended Complaint Filed: April
20 15, 2024

21 Plaintiff ALICE EMMY UTTER (“Plaintiff”) and PURITAN'S PRIDE, LLC
22 and NHS U.S. LLC (collectively, “Defendants”) (Plaintiff and Defendants are
23 collectively the ‘Parties’ and, in the singular “Party”), through their respective
24 counsel, stipulate as follows:

25 1. **PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential,
27 proprietary or private information for which special protection from public disclosure
and from use for any purpose other than pursuing this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the
2 following Stipulated Protective Order. The parties acknowledge that this Order does
3 not confer blanket protections on all disclosures or responses to discovery and that
4 the protection it affords from public disclosure and use extends only to the limited
5 information or items that are entitled to confidential treatment under the applicable
6 legal principles.

7 2. GOOD CAUSE STATEMENT

8 This action is likely to involve valuable research, development, commercial,
9 financial, technical and/or proprietary information for which special protection from
10 public disclosure and from use for any purpose other than prosecution of this action
11 is warranted. Such confidential and proprietary materials and information consist of,
12 among other things, confidential business or financial information, information
13 regarding confidential business practices, or other confidential research,
14 development, or commercial information (including information implicating privacy
15 rights of third parties), information otherwise generally unavailable to the public, or
16 which may be privileged or otherwise protected from disclosure under state or federal
17 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
18 flow of information, to facilitate the prompt resolution of disputes over confidentiality
19 of discovery materials, to adequately protect information the parties are entitled to
20 keep confidential, to ensure that the parties are permitted reasonable necessary uses
21 of such material in preparation for and in the conduct of trial, to address their handling
22 at the end of the litigation, and serve the ends of justice, a protective order for such
23 information is justified in this matter. It is the intent of the parties that information
24 will not be designated as confidential for tactical reasons and that nothing be so
25 designated without a good faith belief that it has been maintained in a confidential,
26 non-public manner, and there is good cause why it should not be part of the public
27 record of this case.

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3. **ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

2 The parties further acknowledge, as set forth in Section 14.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information
4 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
5 the standards that will be applied when a party seeks permission from the court to file
6 material under seal.

4. DEFINITIONS

8 4.1 Action: This pending lawsuit captioned *Utter v. Puritan's Pride, LLC et al.*,
9 Case No. 2:24-cv-02722-RGK-E.

10 4.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
15 Cause Statement.

16 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 4.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 "CONFIDENTIAL."

21 4.6 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery.

25 4.7 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

1 4.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 4.9 Non-Party: any natural person, partnership, corporation, association or
5 other legal entity not named as a Party to this action.

6 4.10 Outside Counsel of Record: attorneys who are not employees of a party to
7 this Action but are retained to represent a party to this Action and have appeared in
8 this Action on behalf of that party or are affiliated with a law firm that has appeared
9 on behalf of that party, and includes support staff.

10 4.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 4.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 4.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 5. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or extracted
26 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
27 Protected Material; and (3) any testimony, conversations, or presentations by Parties

1 or their Counsel that might reveal Protected Material. Any use of Protected Material
2 at trial shall be governed by the orders of the trial judge and other applicable
3 authorities. This Order does not govern the use of Protected Material at trial.

4 6. DURATION

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order will remain in effect until a Designating Party agrees otherwise
7 in writing or a court order otherwise directs. Final disposition will be deemed to be
8 the later of (1) dismissal of all claims and defenses in this Action, with or without
9 prejudice; and (2) final judgment herein after the completion and exhaustion of all
10 appeals, rehearings, remands, trials, or reviews of this Action, including the time
11 limits for filing any motions or applications for extension of time pursuant to
12 applicable law.

13 7. DESIGNATING PROTECTED MATERIAL

14 7.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection
16 under this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate for
18 protection only those parts of material, documents, items or oral or written
19 communications that qualify so that other portions of the material, documents, items
20 or communications for which protection is not warranted are not swept unjustifiably
21 within the ambit of this Order. Mass, indiscriminate or routinized designations are
22 prohibited. Designations that are shown to be clearly unjustified or that have been
23 made for an improper purpose (e.g., to unnecessarily encumber the case development
24 process or to impose unnecessary expenses and burdens on other parties) may expose
25 the Designating Party to sanctions. If it comes to a Designating Party's attention that
26 information or items that it designated for protection do not qualify for protection,

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1 that Designating Party must promptly notify all other Parties that it is withdrawing
2 the inapplicable designation.

3 7.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
5 that qualifies for protection under this Order must be clearly so designated before the
6 material is disclosed or produced. Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
11 contains protected material. If only a portion of the material on a page qualifies for
12 protection, the Producing Party also must clearly identify the protected portion(s)
13 (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced.

17 During the inspection and before the designation, all of the material made
18 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting
19 Party has identified the documents it wants copied and produced, the Producing Party
20 must determine which documents, or portions thereof, qualify for protection under
21 this Order. Then, before producing the specified documents, the Producing Party must
22 affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If
23 only a portion of the material on a page qualifies for protection, the Producing Party
24 also must clearly identify the protected portion(s) (e.g., by making appropriate
25 markings in the margins).

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(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

10 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive the
12 Designating Party's right to secure protection under this Order for such material.
13 Upon timely correction of a designation, the Receiving Party must make reasonable
14 efforts to assure that the material is treated in accordance with the provisions of this
15 Order.

8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court's
19 Scheduling Order.

20 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Local Rule 37-1 et seq.

22 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
23 joint stipulation pursuant to Local Rule 37-2.

24 8.4 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 9. ACCESS TO AND USE OF PROTECTED MATERIAL

5 9.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 “CONFIDENTIAL” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in
7 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
8 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
9 will not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) any mediators or settlement officers and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification
23 shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order
25 to issue in the other litigation that some or all of the material covered by the subpoena
26 or order is subject to this Protective Order. Such notification shall include a copy of
27 this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected. If the
3 Designating Party timely seeks a protective order, the Party served with the subpoena
4 or court order shall not produce any information designated in this action as
5 "CONFIDENTIAL" before a determination by the court from which the subpoena or
6 order issued, unless the Party has obtained the Designating Party's permission. The
7 Designating Party shall bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
10 directive from another court.

11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
12. PRODUCED IN THIS LITIGATION

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party's confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party's
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non Party
23 that some or all of the information requested is subject to a confidentiality agreement
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
10 of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
26 may be established in an e-discovery order that provides for production without prior
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted
4 to the court.

5 14. MISCELLANEOUS

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order, no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 14.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific
16 Protected Material. If a Party's request to file Protected Material under seal is denied
17 by the court, then the Receiving Party may file the information in the public record
18 unless otherwise instructed by the court.

19 14.4 Parties Agree to Be Bound. After the Stipulation and Protective Order
20 has been signed by counsel for all Parties, it shall be presented to the Court for entry.
21 Counsel and the Parties agree to be bound by the terms set forth herein with regard to
22 any "CONFIDENTIAL" Information or Items that have been produced before the
23 Court signs the Stipulation and Protective Order.

24 15. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 6, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in this
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1 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
4 must submit a written certification to the Producing Party (and, if not the same person
5 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
6 category, where appropriate) all the Protected Material that was returned or destroyed
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
8 compilations, summaries or any other format reproducing or capturing any of the
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
12 reports, attorney work product, and consultant and expert work product, even if such
13 materials contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set forth in
15 Section 6 (DURATION).

16. **VIOLATION**

17 Any violation of this Order may be punished by appropriate measures
18 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: November 1, 2024 COZEN O'CONNOR

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4 By: /s/ Brett N. Taylor
5 Brett N. Taylor (SBN 274400)
6 Madeline J. Suchard (SBN 328662)
7 *Attorneys for Defendant Puritan's Pride, LLC*

8 Dated: November 1, 2024 MESSRELIAN LAW INC.

9
10 By: /s/ Harout Messrelian
11 Harout Messrelian, Esq. (SBN 272020)
12 *Attorneys for Plaintiff Alice Emmy Utter*

13 **Filer's Attestation Pursuant to L.R. 5-4.3.4(a)(2)**

14 I, Brett N. Taylor, hereby attest that all signatories listed above, on whose
15 behalf this Stipulation is being submitted, concur in the filing's content and have
16 authorized the filing.

17
18 Dated: November 1, 2024 Respectfully submitted,

19 COZEN O'CONNOR

20 By: /s/ Brett N. Taylor
21 Brett N. Taylor (SBN 274400)
22 Madeline J. Suchard (SBN 328662)
23 *Attorneys for Defendant Puritan's Pride,*
24 *LLC*

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [full name], of _____
4 [full address], declare under penalty of perjury that I have read in its entirety
5 and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Central District of California on _____ [date] in
7 the case of *Alice Emma Utter v. Puritan's Pride, LLC, et al.* (Case No. 2:24-cv-
8 02722-RGK-E). I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [full
18 name] of _____ [full address and
19 telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective
22 Order.

23 Date: _____

24 City and State where signed: _____

25 Printed name: _____

26 Signature: _____

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 11/1/2024

CHARLES F. EICK
United States Magistrate Judge

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STIPULATED PROTECTIVE ORDER AND ORDER